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NOTE: CHANGES MADE BY THE COURT

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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

13 RYAN JAMES GUE,

14 Plaintiff,

15 v.

16 CITY OF HEMET; JOHN DOE #1,
17 individually and as Police Officer for
the Hemet Police Department; and
DOES 2-10, inclusive,

18 Defendants.

Case No. 5:23-cv-00320-JAK-JPR
[Hon. John A. Kronstadt, District
Judge; Hon. Jean P. Rosenbluth]

[DISCOVERY MATTER]

**STIPULATION FOR ENTRY OF
PROTECTIVE ORDER RE
CONFIDENTIAL DOCUMENTS**

[Proposed Order filed concurrently
herewith]

Complaint Filed: 02/27/2023

22 **TO THE HONORABLE COURT:**

23 By and through their counsel of record in this action, plaintiff RYAN JAMES
24 GUE (hereinafter referred to as “Plaintiff”), and defendant CITY OF HEMET
25 (hereinafter referred to as “Defendant”) – the parties – hereby stipulate for the purpose
26 of jointly requesting that the honorable Court enter a protective order re confidential
27 documents in this matter [and pursuant to Fed. R. Civ. P. 5.2, 7, and 26, as well as
28 U.S. Dist. Ct., C.D. Cal., Local Rules 7-1 and 52-4.1; and any applicable Orders of

1 the Court] – as follows:

2
3 1. INTRODUCTION.

4 1.1. PURPOSES AND LIMITATIONS.

5 Discovery in this action may involve production of confidential, proprietary, or
6 private information for which special protection from public disclosure and from use
7 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
8 the Parties hereby stipulate to and petition the Court to enter the following Stipulated
9 Protective Order. The Parties acknowledge that this Order does not confer blanket
10 protections on all disclosures or responses to discovery and that the protection it
11 affords from public disclosure and use extends only to the limited information or items
12 that are entitled to confidential treatment under the applicable legal principles. The
13 Parties further acknowledge that this Order does not entitle them to file Confidential
14 Information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
15 followed and the standards that will be applied when a Party seeks permission from
16 the Court to file material under seal.

17 1.2 GOOD CAUSE STATEMENT

18 Defendant contends that there is good cause and a particularized need for a
19 protective order to preserve the interests of confidentiality and privacy in peace officer
20 personnel file records and associated investigative or confidential records for the
21 following reasons.

22 First, Defendant contends that peace officers have a federal privilege of privacy
23 in their personnel file records: a reasonable expectation of privacy therein that is
24 underscored, specified, and arguably heightened by the *Pitchess* protective procedure
25 of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027, 1033-1034
26 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS 14665, *2-3, 12-
27 13 (E.D. Cal. 2012) (concluding that “while “[f]ederal law applies to privilege based
28 discovery disputes involving federal claims,” the “state privilege law which is

1 consistent with its federal equivalent significantly assists in applying [federal]
2 privilege law to discovery disputes”); *Soto v. City of Concord*, 162 F.R.D. 603, 613
3 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based “privacy rights
4 [that] are not inconsequential” in their police personnel records); *cf.* Cal. Penal Code
5 §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendant further contends that
6 uncontrolled disclosure of such personnel file information can **threaten the safety of**
7 **non-party witnesses, officers, and their families/associates.**

8 Second, Defendant contends that municipalities and law enforcement agencies
9 have federal deliberative-executive process privilege, federal official information
10 privilege, federal law enforcement privilege, and federal attorney-client privilege
11 (and/or attorney work product protection) interests in the personnel files of their peace
12 officers – particularly as to those portions of peace officer personnel files that contain
13 critical self-analysis, internal deliberation/decision-making or evaluation/analysis, or
14 communications for the purposes of obtaining or rendering legal advice or analysis –
15 potentially including but not limited to evaluative/analytical portions of Internal
16 Affairs type records or reports, evaluative/analytical portions of supervisory records
17 or reports, and/or reports prepared at the direction of counsel, or for the purpose of
18 obtaining or rendering legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa*
19 *Audubon Soc’y v. United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir.
20 1997); *Soto*, 162 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654,
21 668-671 (N.D. Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998);
22 *Hamstreet v. Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co.*
23 *v. United States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendant
24 further contends that such personnel file records are restricted from disclosure by the
25 public entity’s custodian of records pursuant to applicable California law and that
26 **uncontrolled release is likely to result in needless intrusion of officer privacy;**
27 **impairment in the collection of third-party witness information and statements**
28 **and related legitimate law enforcement investigations/interests; and a chilling of**

1 open and honest discussion regarding and/or investigation into alleged
2 misconduct that can erode a public entity's ability to identify and/or implement
3 any remedial measures that may be required.

4 Third, Defendant contends that, since peace officers do not have the same rights
5 as other private citizens to avoid giving compelled statements, it is contrary to the
6 fundamental principles of fairness to permit uncontrolled release of officers'
7 compelled statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d 822,
8 828-830 (1985); *cf.* U.S. Const., amend V.

9 Accordingly, Defendant contends that, without a protective order preventing
10 such, production of confidential records in the case can and will likely substantially
11 impair and harm defendant public entity's interests in candid self-critical analysis,
12 frank internal deliberations, obtaining candid information from witnesses, preserving
13 the safety of witnesses, preserving the safety of peace officers and peace officers'
14 families and associates, protecting the privacy officers of peace officers, and
15 preventing pending investigations from being detrimentally undermined by
16 publication of private, sensitive, or confidential information – as can and often does
17 result in litigation.

18 Plaintiffs do not agree with and do not stipulate to Defendant's contentions
19 herein above, and nothing in this Stipulation or its associated Order shall resolve the
20 parties' disagreement, or bind them, concerning the legal statements and claimed
21 privileges set forth above.

22 However, plaintiffs agree that there is Good Cause for a Protective Order so as
23 to preserve the respective interests of the parties without the need to further burden
24 the Court with such issues. Specifically, the parties jointly contend that, absent this
25 Stipulation and its associated Protective Order, the parties' respective privilege
26 interests may be impaired or harmed, and that this Stipulation and its associated
27 Protective Order may avoid such harm by permitting the parties to facilitate discovery
28 with reduced risk that privileged and/or sensitive/confidential information will

1 become matters of public record.

2 The parties jointly contend that there is typically a particularized need for
3 protection as to any medical or psychotherapeutic records and autopsy photographs,
4 because of the privacy interests at stake therein. Because of these sensitive interests,
5 a Court Order should address these documents rather than a private agreement
6 between the parties.

7 The parties therefore stipulate that there is Good Cause for, and hereby jointly
8 request that the honorable Court issue/enter, a Protective Order re confidential
9 documents consistent with the terms and provisions of this Stipulation. However, the
10 entry of a Protective Order by the Court pursuant to this Stipulation shall not be
11 construed as any ruling by the Court on the aforementioned legal statements or
12 privilege claims in this section (§ 1), nor shall this section be construed as part of any
13 such Court Order.

14 2. DEFINITIONS.

15 2.1. Action: this pending federal lawsuit.

16 2.2 Challenging Party: a Party or Nonparty that challenges the designation
17 of information or items under this Order.

18 2.3. “Confidential” Information or Items: information (regardless of how
19 generated, stored, or maintained) or tangible things that qualify for protection under
20 Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
21 Statement.

22 2.4 Counsel: Outside Counsel and House Counsel (as well as their support
23 staffs).

24 2.5 Designating Party: a Party or Nonparty that designates information or
25 items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless of
28 the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this action.

6 2.8 House Counsel: attorneys who are employees of a Party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Nonparty: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a Party
12 to this Action but who are retained to represent or advise a Party and have appeared
13 in this Action on behalf of that Party or are affiliated with a law firm that has appeared
14 on behalf of that Party, including support staff.

15 2.11 Party: any Party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or non-party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation support
21 services (for example, photocopying; videotaping; translating; preparing exhibits or
22 demonstrations; and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.
28

1 3. SCOPE

2 The protections conferred by this Stipulation Order cover not only Protected
3 Material (as defined above) but also any information copied or extracted from
4 Protected Material; all copies, excerpts, summaries, or compilations of Protected
5 Material; and any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees
12 otherwise in writing or a court order otherwise directs. Final disposition is the later of
13 (1) dismissal of all claims and defenses in this Action, with or without prejudice; or
14 (2) final judgment after the completion and exhaustion of all appeals, rehearings,
15 remands, trials, or reviews of this action, including the time limits for filing any
16 motions or applications for extension of time pursuant to applicable law.

17 5. DESIGNATION OF PROTECTED MATERIAL

18 5.1. Each Party or non-party that designates information or items for
19 protection under this Order must take care to limit any such designation to specific
20 material that qualifies under the appropriate standards. To the extent practicable, a
21 Designating Party must designate for protection only those parts of material,
22 documents, items, or oral or written communications that qualify so that other
23 portions of the material, documents, items or communications for which protection is
24 not warranted are not swept unjustifiably within the ambit of this Order.

25 Indiscriminate or routine designations are prohibited. Designations that are
26 shown to be clearly unjustified, or that have been made for an improper purpose (for
27 example, to unnecessarily encumber the case-development process or to impose
28 unnecessary expenses and burdens on other parties) may expose the Designating Party

1 to sanctions.

2 If it comes to a Designating Party's attention that information or items that it
3 designated for protection do not qualify for that level of protection, the Designating
4 Party must promptly notify all other parties that it is withdrawing the inapplicable
5 designation.

6 5.2. Except as otherwise provided in this Order, Disclosure or Discovery of
7 material that qualifies for protection under this Order must be clearly so designated
8 before the material is disclosed or produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (for example, paper or electronic
11 documents but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each
13 page that contains Protected Material. If only a portion or portions of the material on
14 a page qualifies for protection, the Producing Party should to the extent practicable
15 clearly identify the protected portion(s) (for example, by making appropriate
16 markings in the margins).

17 A Party or Non-Party that makes original documents or materials available for
18 inspection need not designate them for protection until after the inspecting Party has
19 indicated which material it would like copied and produced. During the inspection
20 and before the designation, all of the material made available for inspection shall be
21 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
22 it wants copied and produced, the Producing Party must determine which documents,
23 or portions thereof, qualify for protection under this Order. Then, before producing
24 the specified documents, the Producing Party must affix the "CONFIDENTIAL"
25 legend to each page that contains Protected Material. If only a portion or portions of
26 the material on a page qualifies for protection, the Producing Party also must clearly
27 identify the protected portion(s) (e for example, by making appropriate markings in
28 the margins).

1 (b) for testimony given in depositions, the Designating Party must identify
2 the Disclosure or Discovery Material that is protected on the record, before the close
3 of the deposition.

4 (c) for information produced in some form other than documentary and for
5 any other tangible items, the Producing Party must affix in a prominent place on the
6 exterior of the container or containers in which the information or item is stored the
7 legend "CONFIDENTIAL." If only portions of the information or item warrant
8 protection, the Producing Party, to the extent practicable, shall identify the protected
9 portions.

10 5.3. If timely corrected, an inadvertent failure to designate qualified
11 information or items does not, standing alone, waive the Designating Party's right to
12 secure protection under this Order for that material. On timely correction of a
13 designation, the Receiving Party must make reasonable efforts to assure that the
14 material is treated in accordance with this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

16 6.1. Any Party or Non-Party may challenge a designation of confidentiality
17 at any time that is consistent with the Court's Scheduling Order.

18 6.2. The Challenging Party must initiate a dispute resolution process (and if
19 necessary, file a discovery motion) under Local Rule 37.

20 6.3. The burden of persuasion in any such challenge proceeding shall be on
21 the Designating Party. Frivolous challenges, and those made for an improper purpose
22 (for example, to harass or impose unnecessary expenses and burdens on other parties)
23 may expose the Challenging Party to sanctions. Unless the Designating Party has
24 waived or withdrawn the confidentiality designation, all parties must continue to
25 afford the material in question the level of protection to which it is entitled under the
26 Producing Party's designation until the Court rules on the challenge.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL.

28 7.1. A Receiving Party may use Protected Material that is disclosed or

1 produced by another Party or by a Nonparty in connection with this Action only for
2 prosecuting, defending, or attempting to settle this Action. Such Protected Material
3 may be disclosed only to the categories of people and under the conditions described
4 in this Order. When the Action has been terminated, a Receiving Party must comply
5 with the provisions of section 13, below (FINAL DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the people
8 authorized under this Order.

9 7.2. Unless otherwise ordered by the Court or permitted in writing by the
10 Designating Party, a Receiving Party may disclose any information or item designated
11 CONFIDENTIAL only to:

12 (a) the Receiving Party's Outside Counsel of record in this action, as well
13 as employees of that Outside Counsel of Record to whom it is reasonably necessary
14 to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of the
16 Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom
18 disclosure is reasonably necessary for this Action and who have signed the
19 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (d) the Court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional
23 Vendors to whom disclosure is reasonably necessary for this Action and who have
24 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (g) the author or recipient of a document containing the information or a
26 custodian or other person who otherwise possessed or knew the information;

27 (h) during their depositions, witnesses and attorneys for witnesses to whom
28 disclosure is reasonably necessary, provided that the deposing party requests that the

1 witness sign the form attached as Exhibit A hereto and the witnesses will not be
2 permitted to keep any confidential information unless they sign the form, unless
3 otherwise agreed by the Designating Party or ordered by the Court. Pages of
4 transcribed deposition testimony or exhibits to depositions that reveal Protected
5 Material must have a confidential designation affixed by the court reporter and may
6 not be disclosed to anyone except as permitted under this Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed on by any of the Parties engaged in settlement discussions or
9 appointed by the Court.

10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
11 OTHER LITIGATION.

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this Action as
14 “CONFIDENTIAL,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification shall
16 include a copy of the subpoena or court order unless prohibited by law;

17 (b) promptly notify in writing the party who caused the subpoena or order to
18 issue in the other litigation that some or all of the material covered by the subpoena
19 or order is subject to this Protective Order. Such notification must include a copy of
20 this Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be pursued
22 by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with
24 the subpoena or court order shall not produce any information designated in this action
25 as “CONFIDENTIAL” before a determination on the protective-order request by the
26 relevant court unless the Party has obtained the Designating Party’s permission. The
27 Designating Party shall bear the burden and expense of seeking protection in that court
28 of its Confidential Material, and nothing in these provisions should be construed as

1 authorizing or encouraging a Receiving Party in this action to disobey a lawful
2 directive from another court.

3 9. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
4 IN THIS LITIGATION

5 (a) The terms of this Order are applicable to information produced by a
6 Nonparty in this Action and designated as "CONFIDENTIAL." Such information is
7 protected by the remedies and relief provided by this Order. Nothing in these
8 provisions should be construed as prohibiting a Nonparty from seeking additional
9 protections.

10 (b) In the event that a Party is required by a valid discovery request to
11 produce a Nonparty's Confidential Information in its possession and the Party is
12 subject to an agreement with the Nonparty not to produce the Nonparty's Confidential
13 Information, then the Party must

14 1. Promptly notify in writing the Requesting Party and the Nonparty
15 that some or all of the information requested is subject to a confidentiality agreement
16 with a Nonparty;

17 2. Promptly provide the Nonparty with a copy of this Order, the
18 relevant discovery request(s), and a reasonably specific description of the information
19 requested; and

20 3. Make the information requested available for inspection by the
21 Nonparty, if requested.

22 (c) If the Nonparty fails to seek a protective order within 21 days of
23 receiving the notice and accompanying information, the Receiving Party may produce
24 the Nonparty's Confidential Information responsive to the discovery request. If the
25 Nonparty timely seeks a protective order, the Receiving Party must not produce any
26 information in its possession or control that is subject to the confidentiality agreement
27 with the Nonparty before a ruling on the protective-order request. Absent a court order
28 to the contrary, the Nonparty must bear the burden and expense of seeking protection

1 of its Protected Material.

2 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

3 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
4 Protected Material to any person or in any circumstance not authorized under this
5 Order, the Receiving Party must immediately notify the Designating Party in writing
6 of the unauthorized disclosures, use its best efforts to retrieve all copies of the
7 Protected Material, inform the person or persons to whom unauthorized disclosures
8 were made of all the terms of this Order; and ask that person or people to execute the
9 “Acknowledgement and Agreement to Be Bound” that is attached hereto as Exhibit
10 A.

11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
12 PROTECTED MATERIAL.

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other protection,
15 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
16 Procedure 26(b)(5)(B).

17 12. MISCELLANEOUS.

18 12.1. Nothing in this Order abridges the right of any person to seek its
19 modification by the Court.

20 12.2. By stipulating to the entry of this Order, no Party waives any right it
21 otherwise would have to object to disclosing or producing any information or item on
22 any ground not addressed in this Order. Similarly, no Party waives any right to object
23 on any ground to use in evidence any of the material covered by this Order.

24 13. FINAL DISPOSITION.

25 After the final disposition of this Action, as defined in paragraph 4, within 60
26 days of a written request by the Designating Party, each Receiving Party must return
27 all Protected Material to the Producing Party or destroy such material. As used in this
28 subdivision, “all Protected Material” includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected
2 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
3 must submit a written certification to the Producing Party (and, if not the same person
4 or entity, to the Designating Party) by the 60-day deadline that identifies (by category,
5 when appropriate) all the Protected Material that was returned or destroyed and
6 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
7 summaries, or any other format reproducing or capturing any of the Protected
8 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
9 copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal
10 memoranda; correspondence; deposition and trial exhibits; expert reports; attorney
11 work product; and consultant and expert work product even if such materials contain
12 Protected Material. Any such archival copies that contain or constitute Protected
13 Material remain subject to this Order as set forth in Section 4 (DURATION).

14
15 14. SANCTIONS

16 Any willful violation of this Order may be punished by civil or criminal
17 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
18 other appropriate action at the discretion of the Court.

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MK MANNING | KASS

1 **IT IS SO STIPULATED.**

2
3 DATED: May 1, 2024

**MANNING & KASS
ELLROD, RAMIREZ, TRESTER LLP**

5 By: Andrea K. Kornblau
6 Eugene P. Ramirez
7 Marisa Zarate
8 Andrea K. Kornblau
9 Attorneys for Defendant, CITY OF
10 HEMET

11
12 DATED: May 1, 2024

JASS LAW

13
14 By: Jeremy D. Jass
15 Jeremy D. Jass
16 Attorney for Plaintiff, RYAN JAMES GUE

17
18 DATED: 5/3/2024

**UNITED STATES DISTRICT COURT,
CENTRAL DISTRICT OF CALIFORNIA**

19
20
21 
22 By: _____
23 HON. JEAN P. ROSENBLUTH
24 UNITED STATES MAGISTRATE JUDGE

SIGNATURE CERTIFICATION

Pursuant to Local Rule 5-4.3.4, I hereby certify that the content of this document is acceptable to Counsel for all Parties and that I have obtained Parties' counsel's authorization to affix their electronic signatures to this document.

Dated: May 1, 2024

/s/ Jeremy D. Jass
Jeremy D. Jass

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on [date] in the case of _____ [insert case name and number]. I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____